

*(Reserved for Recording Data)*

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**STORM WATER TREATMENT AND PONDING  
MAINTENANCE AGREEMENT**

THIS AGREEMENT (this “Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (hereinafter referred to as the “City”) and **T & G LAND INC.**, a Minnesota domestic business corporation having an address for purposes of this Agreement of 6651 141<sup>st</sup> Ave NW #3, Ramsey, MN 55303, (hereinafter referred to as the “Permittee”).

WHEREAS, the Permittee is the fee owner of certain real property situated in the City of Ramsey, County of Anoka, State of Minnesota legally described as:

LOT 1 BLOCK 1 GATEWAY NO IND PARK NO 5

And

LOT 1 BLOCK 1 BASALT OFFICE PARK 2<sup>ND</sup> ADDITION

(the “Subject Property”)

WHEREAS, in May of 2012, the City approved a Conditional Use Permit (the “Permit”) to process demolition concrete on the Subject Property; and

WHEREAS, a condition of the Permit was that the Permittee develop a drainage and erosion control plan to protect the regional storm water pond (the “Storm Water Management Practices”) on the Subject Property; and

WHEREAS, the Permittee has agreed to assume responsibility for maintenance and repair of the Storm Water Management Practices on the Subject Property, at the reasonable discretion and direction of the City Engineer, to ensure that the Storm Water Management Practices maintain the designed capacity and operates correctly; and

WHEREAS, the City and Permittee desire to set forth their understanding with respect to the ongoing repair and maintenance of the Storm Water Management Practices and the responsibility relating to the costs of the repair and maintenance of the Storm Water Management Practices on the Subject Property.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as FOLLOWS:

1. Maintenance of the Storm Water Management Practices shall include, but not be limited to:

- (i) Semi-annual inspections of all pond outfalls (flared end sections), with one in each the spring (to remove debris, winter salt and sand deposits, etc.), and fall (to remove vegetation, sediment, debris, leaves, etc.). If necessary, corrective actions; including the removal of all litter and debris, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plantlife therein shall be executed. Such inspections and corrective actions shall be documented in a maintenance log retained by the Permittee and submitted to the City upon request or termination of this agreement; and
- (ii) Maintaining dense vegetation along the bank slope to prevent bare spots of exposed soil.
- (iii) Bi-annual inspections and certifications by a professional engineer (provided by the Permittee) that the Storm Water Management Practices are functioning in accordance with the plans prepared by RLK Kussisto LTD dated December 26, 2000 (the "Plans"), and the ponding facilities have maintained the proper operation of stormwater treatment in accordance with City and Lower Rum River Watershed Management Organization standards. The bi-annual inspection may consist of a visual survey of the Storm Water Management Practices. The Permittee must notify the City if there are any changes to the shoreline noted as a result of the visual inspection. Permittee may be required, as a result of the visual inspection, to hire a licensed land surveyor to determine elevations of pond basin. Copies of the bi-annual inspection reports shall be provided to the City within thirty (30) days of their preparation.

If, as a result of any inspection by the Permittee or City staff, it is determined that the Storm Water Management Practices (i) have not been maintained; or (ii) are not functioning as originally designed and intended; or (iii) are in need of repair, the Permittee agrees to restore the Storm Water Management Practices so that they function as they were originally designed and intended pursuant to the Plans. Permittee shall follow guidelines within Minnesota Pollution Control Agency (MPCA) Manual for Dredged Materials.

The Permittee, for itself and its respective successors and assigns, agrees to be solely responsible for the repair and maintenance of the Storm Water Management Practices and shall bare all costs of such maintenance. If the Subject Property is sold, the owners of the Property shall be equally responsible for the maintenance of the Storm Water Management Practices. If

the Permittee does not undertake the necessary maintenance within thirty (30) days of notification by the City, the City may contract such maintenance, and the costs reasonably incurred by the City for contracting such maintenance shall be reimbursed to the City by the Permittee and/or its successors and assigns.

2. Assessment. The Permittee, for itself and respective successors and assigns, hereby waives any statutory right to contest any assessment by the City for its costs of maintenance/repair as permitted herein, on the basis of the benefit to portions of the Subject Property.

3. Terms and Conditions. The terms and conditions of this Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and assigns.

i. Expiration. This Agreement shall remain in effect so long as the Permit to process demolition concrete remains valid. In the event that the Permit is revoked, terminated or becomes null and void, the Permittee shall be responsible for a final inspection of the Storm Water Management Practices and for any corrective actions needed as outlined above in paragraph 1.

This Agreement shall be recorded in the Anoka County, Minnesota Recorder's Office. It shall be the Permittee's responsibility to pay the applicable recording fees.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

**CITY OF RAMSEY:**

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Administrator

